

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

CARLOS CASTRO and
HORTENCIA CASTRO,

Plaintiffs,

v.

No. 1:16-cv-1320

GEICO GENERAL INSURANCE COMPANY,

Defendant.

NOTICE OF REMOVAL

GEICO General Insurance Company (hereinafter "GEICO"), by and through its counsel of record, Chapman and Charlebois, P.C., (Donna L. Chapman and Jessica C. Singer), as to the extra-contractual claims only, hereby files this Notice of Removal pursuant to 28 U.S.C. §§ 1331, 1441 and 1446, and in support thereof, states as follows:

1. Plaintiffs Carlos Castro and Hortencia Castro ("Plaintiffs") filed their Complaint for Breach of Contract, Bad Faith/ Breach of Fiduciary Duty and to Recover Damages for Personal Injuries from an Uninsured Motorist, Unfair Claims Practices, and Punitive Damages ("Complaint") in the Second Judicial District, Bernalillo County, State of New Mexico, in Cause No. D-202-CV-2016-06662 (hereinafter "State Court Action") on October 25, 2016. (See Plaintiffs' Complaint, attached hereto as Exhibit A).

2. In their Complaint, Plaintiffs allege they are residents of the State of New Mexico. (*Id.* at ¶ 1, 2).

3. Plaintiffs named Defendant GEICO, as the only Defendant in Plaintiffs' Complaint.

4. Defendant asserts GEICO is incorporated and its principal place of business is in the state of Maryland.

5. Diversity of citizenship is present in this matter as set forth in 28 U.S.C. § 1332(a) and 28 U.S.C. § 1441(b)(2).

6. Defendant accepted service through the Superintendent of Insurance on November 3, 2016. (See Exhibit B).

7. Less than thirty (30) days have passed since Defendant accepted service of the initial pleadings on this matter.

8. As Defendant has accepted service and is the only Defendant served in this matter, 28 U.S.C. § 1446(b)(2)(A) is satisfied. (See Register of Actions for the State Court Action, hereto attached as Exhibit C).

9. Pursuant to Plaintiffs' allegations, the amount in controversy exceeds \$75,000, as set forth in 28 U.S.C. §§ 1441(b)(2).

10. Pursuant to the allegations in Plaintiffs' Complaint, dated October 25, 2016, the amount in controversy exceeds the jurisdictional amount of \$75,000. See also, *Hanna v. Miller*, 163 F. Supp. 2d 1302, 1305-06 (D.N.M. 2001). (Complaint, Wherefore Paragraph following Paragraph 23, and the Wherefore paragraph). Plaintiffs' Complaint seeks an award of punitive damages (Complaint ¶38 and the Wherefore paragraph.) While GEICO denies liability to Plaintiffs for compensatory or punitive damages, Plaintiffs' claim for punitive damages, could exceed the jurisdiction threshold for diversity jurisdiction. Alternatively, Plaintiffs seek an award of treble damages under the Unfair Practices Act. (Complaint, Wherefore Paragraph following Paragraph 35). Additionally, Plaintiffs' Complaint seeks an award of attorney's fees pursuant to NMSA 1978, §39-2-1, NMSA §59A-16-20 and NMSA 1978, §57-12-10. (See Complaint, Wherefore Paragraph following Paragraph 23 and Wherefore Paragraph following Paragraph 35).

11. To confer subject matter jurisdiction on this Court based on diversity of citizenship, the amount in controversy must exceed the sum or value of \$75,000.00, exclusive of interest and cost. 28 U.S.C. §1332(a). Where a complaint does not contain dispositive allegations of the amount in controversy, the jurisdictional amount is determined by the allegations in the underlying complaint. See e.g., *Laughlin v. Kmart Corp*, 50 p.3d, 871, 873 (10 Cir. 1995). Calculations of the amount in controversy include both compensatory and punitive damages. See, e.g., *Bell v. Preferred Life Assur. Soc'y* 320 U.S. 238, 240 (1943); *Watson v. Blakenship*, 30 F.3d 383, 386 (10 Cir.1994). This calculation also includes attorney's fees. See *Miera v. Dairyland Ins. Co.*, No. 96-0136-M, mem.Op. (D.N.M. Feb. 28, 1996)(denying remand of removed action based on availability of attorney's fees under New Mexico Unfair Claims Practice Act and Unfair Trade Practices Act. See also *14A Wright v. Miller, Federal Practice and Procedure*, §3712, at 176-78, and authorities cited therein; *Foret v. Souther Farm Bureau Life Ins. Co.*, 918 F. 2d 534, 537 (5 Cir. 1990). The calculation also includes treble damages claims.

12. In addition to actual damages in this case, Plaintiff is requesting attorney fees and costs, exemplary and punitive damages. Upon information and belief, Plaintiff will likely seek in excess of \$50,000 in attorney's fees through the trial of this matter.

13. This case may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. §§ 1441(b) and 1446.

14. By and through this Notice of Removal, Defendant removes all claims asserted against it on the basis of diversity jurisdiction, which is conferred upon this Court pursuant to 28 U.S.C. §§ 1332 and 1441.

15. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal is being concurrently served upon the Plaintiff on this date.

16. Pursuant to 28 U.S.C. § 1446(d), Defendant is concurrently filing a Notice of Filing of Removal in the State Court Action, a copy of which is hereto attached as Exhibit D.

17. In addition to the Notice of Filing Notice of Removal in the State Court Action, Defendant is concurrently filing an Entry of Appearance in the State Court Action on this date, a copy of which is hereto attached as Exhibit E.

18. Pursuant to 28 U.S.C. § 1446(a) and D.N.M.LR-Civ. 81.1(a), all process, pleadings, and orders from the State Court Action will be filed with this Court in a separate Transmittal of State Court Record within twenty-eight days (28) of this Notice.

19. A Civil Cover Sheet for this Court is hereto attached as Exhibit F.

WHEREFORE, the removing Defendant gives notice the above-styled action, which was pending in the Second Judicial District, Bernalillo County, State of New Mexico, as Cause No. D-202-CV-2016-06662 is removed to this Court.

Respectfully submitted,

CHAPMAN AND CHARLEBOIS, P.C

/s/Jessica C. Singer

Donna L. Chapman

Jessica C. Singer

P.O. Box 92438

Albuquerque, NM 87199

505-242-6000

donna@cclawnm.com

jessica@cclawnm.com

Attorneys for GEICO as to the extra-contractual claims only

I HEREBY CERTIFY that on the 2nd day of December, 2016, I filed the foregoing electronically through CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Brent M. Ferrel
Law Office of Brent M. Ferrel, LLC
P.O. Box 7699
Albuquerque, NM 87194
Bmflawnm@gmail.com
Attorney for Plaintiffs

Kathleen M. Mixon
Doughty, Alcaraz & deGraauw, P.A.
20 First Plaza NW, Suite 412
Albuquerque, NM 87102
Kathy@Dadglaw.com
Attorney for GEICO as to the contractual claims only

/s/Jessica C. Singer
Jessica C. Singer

FILED IN MY OFFICE
DISTRICT COURT CLERK
10/25/2016 2:35:06 PM
James A. Noel
Latoya Grayes

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

D-202-CV-2016-06662

No. _

CARLOS CASTRO, and
HORTENCIA CASTRO
Plaintiff,

v.

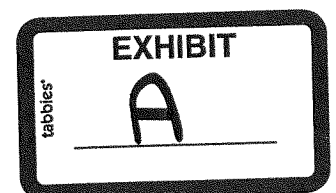
GEICO GENERAL INSURANCE COMPANY,
Defendant.

**COMPLAINT FOR BREACH OF CONTRACT, BAD FAITH/BREACH OF FIDUCIARY
DUTY AND TO RECOVER DAMAGES FOR PERSONAL INJURIES FROM AN
UNINSURED MOTORIST UNFAIR CLAIMS PRACTICES AND PUNITIVE
DAMAGES**

COMES NOW, the Plaintiffs, by and through their attorney of record, Law Office of
Brent M. Ferrel, LLC., (Brent M. Ferrel, Esq.) and for his causes of action states the following:

PARTIES & VENUE

1. Carlos Castro, is a resident of Bernalillo County, New Mexico.
2. Hortencia Castro, is a resident of Bernalillo County, New Mexico.
3. Upon information and belief Defendant Geico General Insurance Company (herein after
“Geico”) is a foreign corporation of insurance authorized to do business and doing
business within the State of New Mexico and can be found in and is physical present
through its statutory agent in Santa Fe County New Mexico.
4. Geico, can be served through the Superintendent of Insurance with the New Mexico
Insurance Division



5. Defendant Geico did business in the state of New Mexico by issuing and delivering to Plaintiffs a policy of insurance and by attempting to “adjust” Plaintiffs’ claims under the policy.
6. Jurisdiction and venue are proper within this court as the amount in controversy does not exceed the diversity jurisdiction threshold.

STATEMENT OF FACTS

7. Geico had issued a policy of insurance that covered The Plaintiffs that was in force at all relevant times, which included a promise by Geico to pay up to the limits of the policy that an insured person is legally entitled to recover from the owner operator of an uninsured vehicle because of bodily injury sustained by an insured person.
8. Despite law within the State of New Mexico to the contrary dealing with a collateral source Geico has attempted to obtain an offset for medical payments coverage paid out on behalf of their insured The Plaintiffs
9. On or about September 9, 2015, Mr. Castro was driving with Plaintiff Hortencia Castro as a passenger West on Central Blvd in Albuquerque, Bernalillo County, New Mexico, when an uninsured motorist rear ended the vehicle in which they were traveling and then fled the scene of the collision. As a direct and proximate result of the negligence of the uninsured motorist Plaintiffs suffered damages to include but not limited to: physical injuries, pain and suffering, loss of enjoyment of life, loss of household services and other damages not presently determinable but to be proven at time of trial.
10. Geico issued a policy covering the Plaintiffs for damages and injuries caused by an uninsured motorist, that was in effect at the time of the incident. Plaintiffs also had in effect at the time of the subject accident an additional policy for medical payment

coverage. Under the terms of this coverage Geico reserved the right to make subrogation claims against a third party recovery but not against a first party recovery. Despite having a fiduciary duty to the contrary Geico has attempted to offset one portion of recovery under the uninsured motorist coverage against the medical payments coverage rather than treating the Med Pay coverage as a collateral source recovery. Thereby offering to settle claims for a lower and unreasonable amount forcing the Plaintiffs to institute litigation in this matter.

11. All of the information necessary to realize that Plaintiffs were entitled to damages under the Uninsured Motorist coverage greater than what Geico has thus far offered is in the possession of Geico.
12. Such information provided to Geico included: the medical records and bills diagnosing the Castros with accident related injuries, the property damage estimates showing the amount of damage to the Plaintiffs' vehicle and other documents.
13. Despite all of this evidence Geico has impermissibly failed in good faith to effectuate prompt, fair and equitable settlements of Plaintiffs' claims in which liability has become reasonably clear;
14. Geico is in effect compelling Plaintiffs to institute litigation to recover amounts due under the policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds when such insureds have made claims for amounts reasonably similar to amounts ultimately recovered

FIRST CAUSE OF ACTION
PERSONAL INJURY/NEGLIGENCE UNDERINSURED MOTORIST

15. Plaintiffs incorporate by reference as fully set forth herein each and every allegation contained in the preceding paragraphs of this Complaint.
16. On or about September 9, 2015 the Plaintiffs were involved in a motor vehicle collision where the uninsured motorist negligently failed to keep a proper distance, keep a proper lookout, and failed to avoid vehicle contact and collided with the Plaintiffs' vehicle proximately causing injuries and damages to the Plaintiffs all in an amount not presently determinable but to be proven at time of trial.
17. Under the terms of the policy the tortfeasor was an "uninsured motorist" making Geico Liable for the injuries and damages of the Plaintiffs

SECOND CAUSE OF ACTION
BREACH OF CONTRACT

18. Plaintiffs incorporate by reference as fully set forth herein each and every allegation contained in the preceding paragraphs of this Complaint.
19. The Insurance Defendants, and their employees and agents, entered into a fiduciary relationship with Plaintiffs. The Insurance Defendant had and have duties to use the skill, care, and knowledge of their claims representatives and underwriters in evaluating and investigating claims made by their insureds in a prompt and thorough manner.
20. The insurance policy requires these Defendants to honor their obligations under the subject policy.
21. The Insurance Defendants either intentionally or, in the alternative, negligently, breached the insurance policy contractual provisions by failing to honor Plaintiffs' request for a prompt and reasonable settlement of their claims under the uninsured motorist policy.
22. Defendant Geico has attempted to offset payments of additional coverage purchased by the plaintiffs for the sole purpose of placing the Plaintiffs in a better position as far as

medical expenses should he be involved in a collision in order to justify an unreasonable offer which is substantially less than the amounts ultimately recovered in actions brought by such insureds when such insureds have made claims for amounts reasonably similar to amounts ultimately recovered

23. Defendant, Geico and its employees by failing to pay within a reasonable period of time an equitable amount and by attempting to offset a collateral source payment of part of the Plaintiff's damages have breached their duties under its policy of insurance and are therefore in breach of their contract with the Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment on their behalf against the defendant Geico, in an amount to be determined, for bodily injury, pain, suffering, nature extent and duration of injuries, including disfigurement, reasonable past and future medical expenses, and non-medical expenses, for punitive damages, and any other damages the uninsured motorist would have been required to pay and, for damages for the defendant's breach of contract, bad faith dealings, attorney's fees pre and post judgment interest and for such other and further relief as the Court deems just and proper.

SECOND CAUSE OF ACTION
UNFAIR CLAIMS PRACTICES

24. Plaintiffs incorporate the preceding paragraphs as though fully set forth herein.
25. Defendant Geico had a duty to act fairly and in good faith in honoring the contract of insurance with the plaintiffs and in handling the plaintiffs' claims.
26. Defendant Geico also have a duty under the New Mexico Unfair Claims Practices Act [N.M. Sta. §59A-16-20] to handle Plaintiffs' claims consistent with that Act.
27. Plaintiffs' has made a demand upon Defendant Geico by submitting proof of loss information, which complied in all respects with the policies' requirements

28. Defendants Geico has failed to timely pay Plaintiffs' claims or to suggest any reasonable alternative amount.
29. Defendants Geico has a duty under their policies of insurance to effectuate a prompt, fair and equitable settlement with the plaintiffs under their policies of insurance with the Defendant.
30. Defendant Geico has breached their duties of good faith and fair dealings and their duties under New Mexico's Unfair Claims Practices Act as mentioned previously in this complaint.
31. As a result of Defendant Geico's violations of its duties, Plaintiffs have suffered unnecessary economic hardship and been compelled to litigation.
32. Defendant Geico has an implied duty to deal in good faith with its insureds, including Plaintiffs.
33. Upon information and belief, Defendant Geico has breached its duties under the Act by failing to adopt and implement reasonable standards for the prompt investigation and processing of insurance claims, and failing or refusing to attempt in good faith to effectuate prompt, fair and equitable settlement of the Plaintiffs' claims, in which liability was clear.
34. Upon information and belief, Defendants Geico also violated its duties by failing to settle Plaintiffs' claim promptly where liability had become clear under one portion of the policies in order to influence settlement under other portions of the policy coverage.
35. Defendant Geico's unreasonable delay in addressing Plaintiffs' insurance claims and its impermissible consideration of collateral source payments to reduce the amount of their offers demonstrates a conscious disregard of the Plaintiffs' rights.

WHEREFORE, Plaintiffs pray for the following relief: For judgment in their favor against Defendant Geico, for treble damages attorney's fees costs interest and other damages in an amount to be proved at trial together with punitive damages or exemplary damages pre-judgment and post-judgment interest and costs and for such further relief this Court deems just and proper.

THIRD CAUSE OF ACTION
PUNITIVE DAMAGES

36. Plaintiffs hereby re-allege and incorporates each of the foregoing paragraphs as if contained fully herein.
37. The acts and omissions of Defendants Geico in its unreasonable dealings with Plaintiffs' insurance claims and other actions demonstrates a conscious disregard of the Plaintiffs' Rights.
38. These acts were committed with utter and total disregard for the rights of the Plaintiffs and were willful, wanton, reckless thus entitling Plaintiffs to an award of punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiffs pray for award of punitive damages in an amount to be determined by the trier of fact.

Respectfully submitted,
Law Office of Brent M. Ferrel, LLC.

/S/ Brent M. Ferrel, Esq.
Brent M. Ferrel, Esq.
PO Box 7699
Albuquerque, NM 87194
Office: (505) 503-6330
Facsimile: (505) 501-7551
Email: bmflawnm@gmail.com

Attorney For The Plaintiff

STATE OF NEW MEXICO
OFFICE OF SUPERINTENDENT OF INSURANCE

Mailing Address: P.O. Box 1689, Santa Fe, NM 87504-1689

Physical Address: 1120 Paseo de Peralta, Room 428, Santa Fe, NM 87501

Main Phone: (505) 827-4601; Main Fax (505) 827-4734; Toll Free: 1-855-4-ASK-OSI

www.osi.state.nm.us

**SUPERINTENDENT OF
INSURANCE**

John G. Franchini – (505) 827-4299

DEPUTY SUPERINTENDENT

Robert Doucette – (505) 827-4439



Service of Process

Room 432

(505) 827-4241

November 3, 2016

GEICO General Insurance Co.
Legal Dept. – Matthew J Zuraw
2280 North Greenville Ave
Richardson, TX 75082

016062592-1193
D Oswald
Shelley C.

Re: Carlos Castro, and Hortencia Castro Vs GEICO General Insurance Company,
D202CV2016-06662

Dear Mr. President:

In accordance with the provisions of NMSA 1978, Sections 59A-5-31 & 59A-32, enclosed is a copy of a Summons, Plaintiff's Certification Regarding Arbitration Under Rule LR2-603 and Complaint for Breach of Contract, Bad Faith/Breach of Fiduciary Duty and to Recover Damages for Personal Injuries from an Uninsured Motorist Unfair Claims Practices and Punitive Damages, to Defendant GEICO General Insurance Company on the above styled cause, Service has been accepted on your behalf as of November 3, 2016.

Respectfully,

John G. Franchini, Superintendent

Enclosure

CERTIFIED MAIL 70112 3460 0003 1668 5321



[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Civil Probate Family Search](#) [Refine Search](#) [Back](#)
Location : Bernalillo County [Images](#) [Help](#)**REGISTER OF ACTIONS**CASE NO. D-202-CV-2016-06662

Carlos Castro, et al., v. Geico General Insurance Company

§
§
§
§
§
§

Case Type: **Tort Auto**
 Date Filed: **10/25/2016**
 Location: **Bernalillo County**
 Judicial Officer: **Malott, Alan**

PARTY INFORMATION**Defendant** Geico General Insurance Company**Attorneys****Plaintiff** Castro, Carlos

Brent M. Ferrel
Retained
 505-503-6330(W)

Plaintiff Castro, Hortencia

Brent M. Ferrel
Retained
 505-503-6330(W)

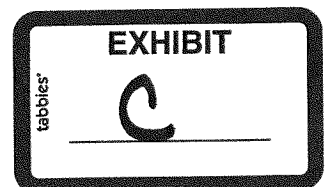
EVENTS & ORDERS OF THE COURT**OTHER EVENTS AND HEARINGS**10/25/2016 OPN: COMPLAINT10/25/2016 ARB: CERT NOT SUBJECT10/27/2016 Summons

Geico General Insurance Company

Unreserved

FINANCIAL INFORMATION

	Plaintiff Castro, Carlos		
	Total Financial Assessment		132.00
	Total Payments and Credits		132.00
	Balance Due as of 11/29/2016		0.00
10/25/2016	Transaction Assessment		132.00
10/25/2016	File & Serve Payment	Receipt # ALBD-2016-29558	(132.00)
		Castro, Carlos	



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

CARLOS CASTRO, and
HORTENCI CASTRO,

Plaintiffs,

v.

No. D-202-CV-2016-06662

GEICO GENERAL INSURANCE COMPANY,

Defendant.

NOTICE OF FILING OF REMOVAL

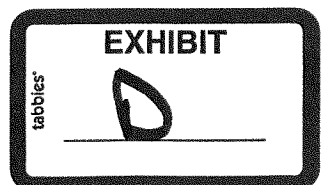
PLEASE TAKE NOTICE that GEICO General Insurance Company (hereinafter "GEICO"), by and through its attorneys Chapman and Charlebois, P.C. (Donna L. Chapman and Jessica C. Singer), has filed a Notice of Removal in the United States District Court for the District of New Mexico. A true and correct copy of the Notice of Removal, attached to this Notice as Exhibit "1" was sent via email to:

Brent M. Ferrel
Law Office of Brent M. Ferrel
P. O. Box 7699
Albuquerque, NM 87194
Bmflawnm@gmail.com
Attorney for Plaintiff

Respectfully submitted,

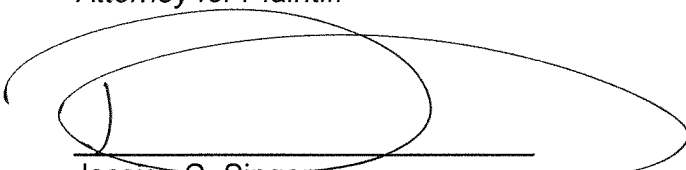
CHAPMAN AND CHARLEBOIS, P.C.

Donna L. Chapman
Jessica C. Singer
P.O. Box 92438
Albuquerque, NM 87199
Tel: (505) 242-6000
donna@cclawnm.com
jessica@cclawnm.com
Attorneys for GEICO



I hereby certify the foregoing was served
on the following counsel of record via the
Odyssey File & Serve system on this 2nd
day of December, 2016:

Brent M. Ferrel
Law Office of Brent M. Ferrel
P.O. Box 7699
Albuquerque, NM 87194
Bmflawnm@gmail.com
Attorney for Plaintiff



Jessica C. Singer

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

CARLOS CASTRO, and
HORTENCI CASTRO,

Plaintiffs,

v.

No. D-202-CV-2016-06662

GEICO GENERAL INSURANCE COMPANY,

Defendant.

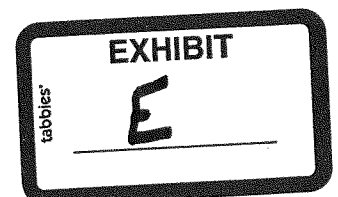
ENTRY OF APPEARANCE

Chapman and Charlebois, P.C. (Donna L. Chapman and Jessica C. Singer), hereby enter their appearance on behalf of Defendant GEICO General Insurance Company. Copies of all documents pertaining to litigation in this matter should be sent to the undersigned attorneys.

Respectfully submitted,

CHAPMAN AND CHARLEBOIS, P.C.

Donna L. Chapman
Jessica C. Singer
P.O. Box 92438
Albuquerque, NM 87199
505-242-6000
donna@cclawnm.com
jessica@cclawnm.com
Attorneys for GEICO



I hereby certify the foregoing was served
on the following counsel of record via the
Odyssey File & Serve system on this 2
day of December, 2016:

Brent M. Ferrel
Law Office of Brent M. Ferrel
P.O. Box 7699
Albuquerque, NM 87194
Bmflawnm@gmail.com
Attorney for Plaintiff



Jessica C. Singer

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFSCARLOS CASTRO, and
HORTENCIA CASTRO**DEFENDANTS**

GEICO GENERAL INSURANCE COMPANY

(b) County of Residence of First Listed Plaintiff **BERNALILLO**
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant **MONTGOMERY (MD)**
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

BRENT M. FERREL, LAW OFFICE OF BRENT M. FERREL
P.O. BOX 7699
ALBUQUERQUE, NM 87194 (505) 503-6330

Attorneys (If Known)

DONNA L. CHAPMAN AND JESSICA C. SINGER
CHAPMAN AND CHARLEBOIS, P.C. P.O. BOX 92438
ALBUQUERQUE, NM 87109 505-242-6000**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332 (a) and 1441(b)Brief description of cause:
Personal Injury UM/UIM**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

